

ORIGINAL NEW APPLICATION



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AZ CORP COMMISSION
DOCKET CONTROL

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June 4, 2010

T-01051B-10-0225
T-03608A-10-0225

Docket Control
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

Re: Payment Amendment to the Interconnection Agreement
Between Qwest Corporation and Arizona Dialtone, Inc.
for the State of Arizona

Dear Madam or Sir:

Accompanying this transmittal is an Amendment to Interconnection Agreement between Qwest Corporation ("Qwest") and Arizona Dialtone, Inc. ("CLEC"). Qwest files this Amendment for approval under 47 U.S.C. §252 and A.A.C. R14-2-1508.

The Agreement is amended to reflect understandings the parties have reached relating to default, notice of breach, opportunity to cure, and dispute resolution.

Please contact me at (602) 630-2187 if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

Norman G. Curtright

Enclosure Arizona Corporation Commission

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Docket Control Arizona Corporation Commission
June 4, 2010

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Cc: Glenn Hotchkiss, Esq.
1850 North Central Avenue, 19th Floor
Phoenix, Arizona 85004

**Payment Amendment
to the Interconnection Agreement between
Qwest Corporation and
Arizona Dialtone, Inc.
for the State of Arizona**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Arizona Dialtone, Inc. ("CLEC"). Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Arizona which was approved by the Commission on November 8, 2001; and

WHEREAS, the Parties desire to amend the Agreement to reflect certain understandings and agreements the Parties have reached relating to default, notice of breach, opportunity to cure, and dispute resolution, which were integral to the compromises bargained by the Parties in a settlement agreement entered into even with the date of this Amendment; Said settlement agreement settled, compromised, and resolved disputes and litigation brought by both Parties.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by replacing and adding terms and conditions for Payment as set forth in Attachment 1, to this Amendment, attached hereto and incorporated herein by this reference.

The Agreement is also hereby amended by adding the following paragraph:

CLEC must not remit payment for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate Qwest to provide certain information or perform certain functions unless those functions and obligations are specifically agreed to by the parties in this Agreement or in an amendment to this Agreement

Effective Date

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by Qwest. CLEC will be notified when all system changes have been made. Actual order

March 29, 2010/kjc/Payment Amd/Arizona Dialtone/AZ
Amendment to CDS-010607-0035

processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Arizona Dialtone, Inc.

Signature

Name Printed/Typed

Title

Date

Qwest Corporation

Signature

Name Printed/Typed

Title

Date

processing may begin once these requirements have been met. Additionally, Qwest shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as Qwest implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

Arizona Dialtone, Inc.

Signature

Name Printed/Typed

Title

Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director - Wholesale Contracts
Title

4/23/10
Date

ATTACHMENT 1

Replace the following paragraphs in the current ICA with:

5.4 Payment

5.4.2 CLEC and Qwest understand and agree that any payments due by CLEC under this Agreement that are not paid according to the time requirements of Section 5.4 of this Agreement shall be an event of default under which Qwest is entitled, upon providing ten (10) days notice in writing, to terminate the continued provision of the services subject to the payment CLEC has not made. CLEC is entitled to file good faith disputes according to Section 5.4 of the Agreement, but upon Qwest's issuing of its decision regarding any such dispute, ~~any payments due for denied disputes must be paid immediately. Qwest will follow any~~ requirements of the Commission in terminating any such services.

5.4.3 Intentionally left blank.

Add the following paragraph:

5.4.10 Security Interest. CLEC shall grant Qwest a first priority security interest in CLEC's accounts receivable and all proceeds of CLEC's accounts receivable to secure all of CLEC's obligations to Qwest arising out of service provided by Qwest to or for the benefit of CLEC.